REMARKS/ARGUMENTS

Claims 1-49 are pending in the present application and remain in this application for prosecution. Claims 1, 3, 9-10, 14, 24, 33, and 41 have been amended.

Rejection of claims 1-13

Claims 1-13 were rejected under 35 U.S.C. § 103 as being unpatentable over U.S. Application No. 60/373,749 to Walker *et al.* ("Walker provisional"). Walker is a provisional application to which U.S. Patent Application Publication No. 2003/0216169 ("Walker publication") claims priority. The Walker provisional and Walker publication are collectively referred to as Walker.

Initially, responding to ¶¶ 9-10 of the final office action, the Applicants recognize (and never intended to infer otherwise) that the Walker provisional and the Walker publication are "linked" as "parent and child applications." The Applicants' intent in the previous response was to remove any ambiguity as to which reference is being discussed. Although it is usually assumed in general that the parent-child applications disclose exactly the same matter, this is not necessarily true. In fact, as explained in more detail below, in our case it is insightful to note at least one difference between the disclosure of the Walker publication and the Walker provisional.

Claims 1 and 10

Claims 1 and 10, which are the only rejected independent claims, have been amended to further clarify the invention. **First**, the claims have been amended to further clarify that the second wager is a wager that is being risked on the same wagering game as the first wager. In accordance with the comment that the "applicant has not provided a definition of 'second wager' in the claim language" (final office action, ¶ 12), the amendments are intended to further clarify the definition of the second wager. In contrast to the credit balance taught by the Walker publication, the second wager is something that is risked. The credit balance of Walker includes credits that are available to the player until the player changes the credits to wagers. Clearly, the credit balance indicates credits, or currency, that belong to the player. Referring to the Walker provisional, the term "credit balance" is defined as "an indication of an amount of currency that a

player is entitled to." Walker provisional, p. 1, § 4 (emphasis added). Note that this definition was omitted from the Walker publication. Thus, based on Walker's own definition of the term "credit balance," the term "second wager" cannot be viewed as being the same as the step of inserting more credits to maintain the credit balance. While the credit balance of Walker is directed to credits inserted to which the player is entitled to, the second wager of the present invention is directed, using Walker's own definition for example purposes, to credits inserted to which the player is no longer entitled to.

Second, the claims have been amended to further clarify that the second wager increases an expected value of payouts for the first wager. Nowhere does Walker teach or suggest anything about increasing an expected value of payouts of a first wager in response to receiving a second wager.

Thus, the Applicants respectfully submit that claims 1 and 10, along with all the claims dependent therefrom, are patentable over Walker at least for the above stated applicable reasons.

Claims 9 and 10

Claim 9 has been amended to include "in response to detecting the first wager, displaying a partial outcome associated with enhanced game play, the outcome being displayed in full in response to detecting the second wager." Claim 10 is directed to "displaying a full outcome of the wagering game" in response to detecting the second wager. In ¶¶ 13-14 of the final office action, it is alleged that "a skilled artisan would know how to display the full outcome of the wagering game" simply "because, in conjunction with the above stated reasoning, Walker already discloses a display device, a processor capable of determining the outcome of the game and a controller programmed to display the information on said display device." In other words, one of ordinary skill in the art deriving knowledge solely from Walker, which states nothing about partial and full outcomes, would find it an obvious choice to display a partial outcome associated with a first wager, receive a second wager to increase an expected value of a payout of the first wager, and then display a full outcome.

The Applicants respectfully submit that one of ordinary skill in the art would not find, based on Walker, any direct relationship between increasing a payout value and displaying a full outcome. Simply because Walker discloses a "display device, a processor capable of determining the outcome of the game and a controller programmed to display the information on

said display device" does not provide a teaching that would render the claimed invention obvious.

Thus, the Applicants respectfully submit that claims 9 and 10, along with all the claims dependent therefrom, are patentable over Walker at least for the above stated applicable reasons.

Rejection of claims 14-23

Claims 14-23 were rejected under 35 U.S.C. § 103 as being unpatentable over Walker in view of U.S. Patent No. 6,960,133 to Marks *et al.* ("Marks").

Claim 14

Claim 14 has been amended to clarify that the second wager is "being risked on the same wagering game as the first wager" and that enhanced slot game is enabled "by increasing a value payout average associated with the first wager so that the player can accumulate more value as a result of the first wager." Thus, the Applicants respectfully submit that claim 14, along with all claims dependent therefrom, is patentable over Walker in view of Marks at least for the above-stated applicable reasons regarding claims 1 and 10.

Claim 23

Claim 23 is directed to a flat panel "transmissive display." In ¶ 16 of the final office action, it is alleged that Walker discloses a flat panel transmissive display on page 2, ¶ 0021. A detailed review of the cited paragraph shows that Walker does not disclose a transmissive display. In fact, a word search on an electronic version of Walker failed to find any reference to a "transmissive" display. The Applicants respectfully submit that claim 23 is patentable over Walker in view of Marks at least for this reason.

Rejection of claims 24-49

Claims 24-49 were rejected under 35 U.S.C. § 103 as being unpatentable over Walker in view of Marks and further in view of U.S. Patent Application Publication No. 2002/0055382 to Meyer ("Meyer").

Claims 24, 33, and 41

Claims 24, 33, and 41 have been amended to clarify that the second wager is "being risked on the same wagering game as the first wager." Additionally, claim 24 has been amended

to include "enhancing at least one value payout amount associated with the first wager so that the player can accumulate more value for the first wager," and claim 41 has been amended to include "increasing at least one value payout associated with the first wager so that the player can accumulate more value for the first wager." Thus, the Applicants respectfully submit that claims 24, 33, and 41, along with all claims dependent therefrom, are patentable over Walker in view of Marks and further in view of Meyer at least for the above-stated applicable reasons regarding claims 1 and 10.

Claims 31 and 40

Claims 31 and 40 are directed to a flat panel "transmissive display." The Applicants respectfully submit that claims 31 and 40 are patentable over Walker in view of Marks and further in view of Meyer at least for the reason stated above in reference to claim 23.

Conclusion

It is the Applicants' belief that all the pending claims are now in condition for allowance, and thus reconsideration of this application is respectfully requested. If there are any matters which may be resolved or clarified through a telephone interview, the Examiner is requested to contact the undersigned attorney at the number indicated.

A check for $120.00 is enclosed to cover the fee for a one-month extension of time. It is believed that no additional fee is presently due. However, should any additional fees be required, the Commissioner is authorized to deduct the fees (except for payment of the issue fee) from Nixon Peabody LLP Deposit Account No. 50-4181, Order No. 247079-000261USPT.

Respectfully submitted,

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By _____

Sorinel Cimpoes
Reg. No. 48,311
Nixon Peabody LLP
161 N. Clark Street, 48th Floor
Chicago, Illinois 60601-3213
(312) 425-8542

ATTORNEY FOR APPLICANTS